

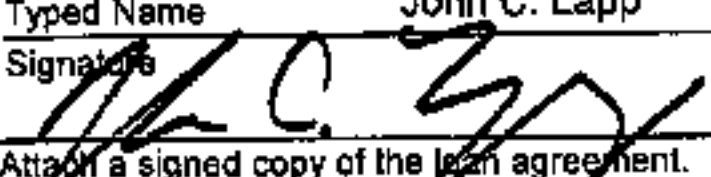
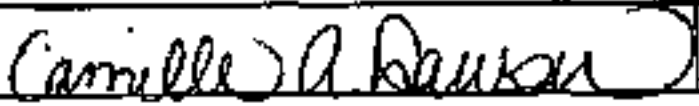
SCHEDULE C-1

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

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Supplementary for
Information found on
Page 7/195 of Schedule C

Name of Committee (In Full) Democratic Congressional Campaign Committee		FEC IDENTIFICATION NUMBER C00000935	
		2006 APR 20 A 11:05	
Back Ref ID: SC-4592			
LENDING INSTITUTION (LENDER) Full Name Bank of America, NA	Amount of Loan 1166666.71	Interest Rate (APR) LIBOR+3.00 %	
Mailing Address 730 15th Street, NW	Date Incurred or Established 03 28 2006		
City Washington	State DC	Zip Code 20005	Date Due 06/30/2006
A. Has loan been restructured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		If yes, date originally incurred: 10 21 2004	
B. If line of credit, Amount of this Draw: 0.00		Total Outstanding balance: 0.00	
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Sch. C)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>All current and future assets</u>		What is the value of this collateral? 1166666.71	
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>Contributions Receivable</u>		Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes What is the estimated value? 1166666.71	
A depository account must be established pursuant to 11 CFR 100.82 and 100.142. Date account established: 01 02 1982		Location of account Bank of America, NA Address: 730 15th Street, NW City, State, Zip: Washington DC 20005	
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER Typed Name John C. Lapp Signature 		DATE 03 29 2006	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of this loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.			
AUTHORIZED REPRESENTATIVE Typed Name Camille A. Dawson Signature 		DATE 03 30 2006 Title Vice President	

SECOND AMENDMENT TO FINANCING AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO FINANCING AND SECURITY AGREEMENT (this "Agreement") is made as of March 28, 2006, by DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE, INC., a District of Columbia non-profit organization (the "Borrower") and BANK OF AMERICA, N. A., a national banking association (the "Lender").

RECITALS

A. The Borrower and the Lender entered into a Financing and Security Agreement dated October 14, 2004, as modified by a First Amendment to Financing and Security Agreement dated as of October 21, 2004 (the same, as amended, modified, restated, substituted, extended, and renewed from time to time, collectively, the "Financing Agreement").

B. The Financing Agreement provides for some of the agreements between the Borrower and the Lender with respect to the "Loan" (as defined in the Financing Agreement), including a term loan facility in an amount not to exceed Ten Million Dollars (\$10,000,000).

C. The Borrower has requested that the Lender extend the maturity date of the Note and modify the terms of repayment.

D. The Lender is willing to agree to the Borrower's request on the condition, among others, that this Agreement be executed.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the Borrower and the Lender agree as follows:

1. The Borrower and the Lender agree that the Recitals above are a part of this Agreement. Unless otherwise expressly defined in this Agreement, terms defined in the Financing Agreement shall have the same meaning under this Agreement.

2. The Borrower and the Lender agree that on the date hereof the aggregate outstanding principal balance under the Note is \$1,166,666.71.

3. The Borrower represents and warrants to the Lender as follows:

(a) Borrower is a non-profit organization duly organized, and validly existing and in good standing under the laws of the District of Columbia and is duly qualified to do business as a foreign corporation in good standing in every other state wherein the conduct of its business or the ownership of its property requires such qualification;

(b) Borrower has the power and authority to execute and deliver this Agreement and perform its obligations hereunder and has taken all necessary and appropriate action to authorize the execution, delivery and performance of this Agreement;

(c) The Financing Agreement, as heretofore amended and as amended by this Agreement, and each of the other Financing Documents remains in full force and effect, and each constitutes the valid and legally binding obligation of Borrower, enforceable in accordance with its terms;

(d) All of Borrower's representations and warranties contained in the Financing Agreement and the other Financing Documents are true and correct on and as of the date of Borrower's execution of this Agreement; and

(e) No Event of Default and no event which, with notice, lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Financing Agreement or the other Financing Documents which has not been waived in writing by the Lender.

4. The Financing Agreement is hereby amended by deleting Section 2.1.1 in its entirety and inserting the following section in place thereof:

"2.1.1 Term Loan Commitment.

Subject to and upon the provisions of this Agreement, the Lender establishes a credit facility (the "Term Loan") in favor of the Borrower in the maximum principal amount of Ten Million Dollars (\$10,000,000) (the "Term Loan Commitment"). The Term Loan may be advanced in whole or in part through and including the Funding Termination Date (the "Availability Period"). No advance of the Term Loan shall be made subsequent to the Funding Termination Date. The outstanding principal balance of the Term Loan at the conclusion of the Availability Period shall be repaid in accordance with the terms of the Term Note."

5. The Borrower hereby issues, ratifies and confirms the representations, warranties and covenants contained in the Financing Agreement, as amended hereby. The Borrower agrees that this Agreement is not intended to and shall not cause a novation with respect to any or all of the Obligations.

6. The Borrower acknowledges and warrants that the Lender has acted in good faith and has conducted in a commercially reasonable manner its relationships with the Borrower in connection with this Agreement and generally in connection with the Financing Agreement and the Obligations, the Borrower hereby waiving and releasing any claims to the contrary.

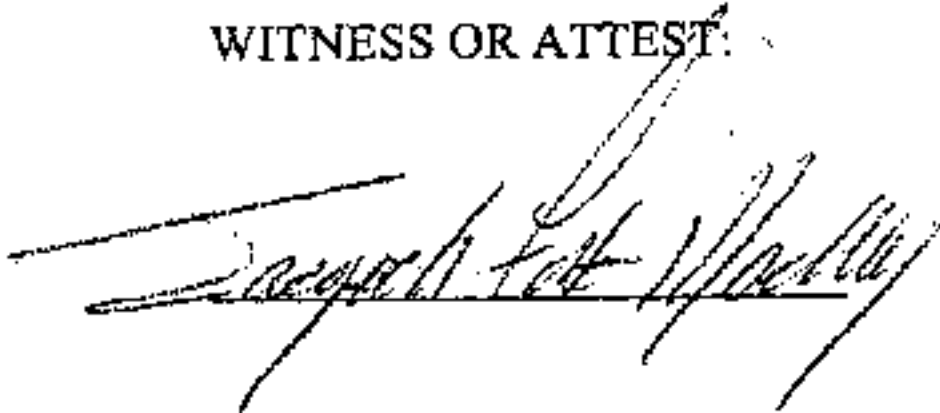
7. The Borrower shall pay at the time this Agreement is executed and delivered all fees, commissions, costs, charges, taxes and other expenses incurred by the Lender and its counsel in connection with this Agreement, including, but not limited to, reasonable fees and expenses of the Lender's counsel and all recording fees, taxes and charges.

8. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. The Borrower agrees that the Lender may rely on a telecopy of any signature of the Borrower. The Lender agrees that the Borrower may rely on a telecopy of this Agreement executed by the Lender.

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Agreement under seal as of the date and year first written above.

WITNESS OR ATTEST:

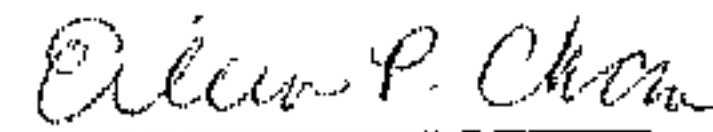
DEMOCRATIC CONGRESSIONAL CAMPAIGN
COMMITTEE, INC.



By: Ann L. Hasler (Seal)
Name:
Title:

WITNESS:

BANK OF AMERICA, N. A.



By: Camille Dawson (SEAL)
Name: Camille Dawson
Title: Vice President

SECOND AMENDMENT TO PROMISSORY NOTE

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "Agreement") is made as of March 28, 2006, by DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE, INC., a District of Columbia non-profit organization (the "Borrower") and BANK OF AMERICA, N. A., a national banking association (the "Lender").

RECITALS

A. The Borrower and the Lender entered into a Financing and Security Agreement dated October 14, 2004, as modified by a First Amendment to Financing and Security Agreement dated as of October 21, 2004 (the same, as amended, modified, restated, substituted, extended, and renewed from time to time, collectively, the "Financing Agreement"). Under the terms of the Financing Agreement, the Lender agreed to make the Loan (as that term is defined in the Financing Agreement) which is evidenced by the Borrower's Promissory Note dated October 14, 2004, as modified by a First Amendment to Promissory Note dated as of October 21, 2004 (the same, as amended by this Agreement and as amended, modified, restated, substituted, extended and renewed at any time and from time to time, collectively, the "Note").

B. The Borrower has requested that the Lender extend the maturity date of the Note and modify the terms of repayment.

C. The Lender is willing to agree to the Borrower's request on the condition, among others, that this Agreement be executed.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. The Borrower and the Lender agree that the Recitals above are a part of this Agreement. Unless otherwise expressly defined in this Agreement, terms defined in the Financing Agreement shall have the same meaning under this Agreement.

2. Sections (a), (b) and (c) of Section 2 (Payments and Maturity) are deleted in their entirety and the following sections are inserted in place thereof:

"(a) Interest only on the unpaid Principal Sum shall be due and payable monthly through and including June 30, 2006; and

(b) Unless sooner paid, the unpaid Principal Sum, together with interest accrued and unpaid thereon, shall be due and payable in full on June 30, 2006."

3. The Borrower and the Lender agree that this Agreement is not intended to and shall not cause a novation with respect to the Loan and/or any or all of the other obligations evidenced or secured by the Financing Documents (as defined in the Financing Agreement).

Except as expressly modified herein, the terms, provisions and covenants of the Note are in all other respects hereby ratified and confirmed and remain in full force and effect.

4. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. The Borrower agrees that the Lender may rely on a telecopy of any signature of the Borrower. The Lender agrees that the Borrower may rely on a telecopy of this Agreement executed by the Lender.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first above written.

WITNESS OR ATTEST:

DEMOCRATIC CONGRESSIONAL CAMPAIGN
COMMITTEE, INC.

By: Ann Marie Haller (Seal)
Name:
Title:

WITNESS:

BANK OF AMERICA, N. A.

Allen P. Chan

By: Camille Dawson (Seal)
Name: Camille Dawson
Title: Vice President

Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
The FEC added this page to the end of this filing to indicate how it was received.

<input checked="checked" type="checkbox"/> Hand Delivered	Date of Receipt <i>4-26-05</i>
<input type="checkbox"/> USPS First Class Mail	Postmarked
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<input type="checkbox"/> USPS Priority Mail	Postmarked
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<input type="checkbox"/> No Postmark	
<input type="checkbox"/> Overnight Delivery Service (Specify):	Shipping Date
	Next Business Day Delivery <input type="checkbox"/>
<input type="checkbox"/> Received from House Records & Registration Office	Date of Receipt
<input type="checkbox"/> Received from Senate Public Records Office	Date of Receipt
<input type="checkbox"/> Received from Electronic Filing Office	Date of Receipt
<input type="checkbox"/> Other (Specify):	Date of Receipt or Postmarked
<i>JM W</i> PREPARER	<i>4-20-05</i> DATE PREPARED